

STATIC 99R CODING DISPUTE PROCESS

This agreement is made and entered by and between the State of California, Department of Corrections and Rehabilitation, hereinafter referred to as "CDCR", and the County Probation Departments, hereinafter referred to as "COUNTY", political subdivision of the State of California.

WITNESSETH

WHEREAS, given the provisions of California Assembly Bill (AB) 109, Public Safety Realignment, Non-Serious, Non-Violent, and Non-High Risk Sex Offenders with a Static 99R Score of 3 or less shall be released from state prison to the appropriate county jurisdiction for Post Release Community Supervision (PRCS).

WHEREAS, the State of California, Department of Corrections and Rehabilitation, Division of Adult Parole Operations, hereinafter referred to as "PAROLE" has proposed a process that shall be the method utilized to report, track, review, and justify a Static 99R Score when County Probation Department(s) "COUNTY" dispute the accuracy of the score; and

WHEREAS, the intent of this agreement is to outline the understanding of roles, responsibilities, and procedures between CDCR and COUNTY to ensure consistency and compliance per Penal Code Section 290 and the State Authorized Risk Assessment Tool for Sex Offenders (SARATSO) established by the state committee – Senate Bill 1128, Alquist (Chapter 337, Statutes of 2006).

NOW, THEREFORE, the parties hereto agree that CDCR and COUNTY will participate in this collaborative process to resolve disputes at the lowest possible level, with the focus of public safety, budgetary and staffing factors, evidence based practices, and fundamental fairness.

I. INFORMAL PROCESS

COUNTY Responsibility:

Once a county probation department certified Static 99R Assessor reviews the sex offender's CDCR generated State 99R Worksheet and elects to dispute the score;

1. COUNTY must contact the CDCR Static 99R Coordinator.
2. COUNTY shall request a review of the current score.
3. COUNTY must provide the minimum information to CDCR:
 - a) Offender's Name
 - b) CDCR Number
 - c) Date of Birth
 - d) Social Security Number (if available)
 - e) CI & I Number

4. COUNTY must include a copy of their county generated Static 99R scoring worksheet to the CDCR Static 99R Coordinator.

CDCR Responsibility:

Upon receipt of the request for review from COUNTY;

1. CDCR Static 99R Coordinator or designee shall forward a completed CDCR Static 99R to the requestor for review.
2. CDCR Static 99R Coordinator must forward the CDCR Static 99R scoring worksheet as soon as possible or within 3 working days.
3. CDCR Static 99R Coordinator shall order the sex offender's Central File to be reviewed if necessary.

Agreement:

In an effort to resolve any scoring disparities, once the COUNTY Static 99R Assessor and the CDCR Static 99R Coordinator have had the opportunity to review each respective scoring worksheet, both parties shall agree to;

1. Review only those Static 99R Questions that are being disputed.
2. Refrain from revisiting Static 99R Questions both parties have initially agreed upon.
3. Case conference the discrepancy to determine if a resolution can be made.
4. Provide the evidence, supporting information, and/or source documents to substantiate the discrepancy consistent with the Static 99R Coding Rules requirements.
5. Escalate unresolved issues to the next level for review and disposition.

II. LOCAL INTERVENTION PROCESS

Should the informal process fail to produce a definitive outcome, all supporting documents will be forwarded to the CDCR Static 99R Coordinator to facilitate an official SARATSO four (4) member Static 99R panel for review and disposition.

1. All supporting documents must be labeled "confidential" and forwarded to:

CDCR - Division of Adult Parole Operations
Attn: Static 99R Coordinator
P.O. Box 942883
Sacramento, CA 94283-0001

2. The committee shall review all provided documents in attempt to certify the Static 99R Score. This panel shall be comprised of:
 - a) Two (2) representatives from local COUNTY probation departments (master trainers).
 - b) Two (2) representatives from CDCR (master trainers).

3. The SARATSO Static 99R panel members shall:

- a) Be appointed by the CDCR Static 99R Coordinator for CDCR representatives, and appointed by the SARATSO Committee for the probation department representatives.
- b) Convene on a regular basis monthly or as deemed as necessary.
- c) Elect to case conference by telephone as facilitated by the CDCR Static 99R Coordinator in cases where a sex offender's release is imminent.
- d) Ensure all selected panel members are qualified, trained, experienced, and master certified Static 99R Assessor(s).

III. FORMAL PROCESS

If the SARSTSO Panel Members are unable to reach a resolution, all supporting documents shall be forwarded to the SARATSO Identified Subject Matter Expert (SME) for a final score determination. The SARATSO decision is binding and final.

IV. SUPERVISION JURISDICTION

Offender in CDCR Custody

If an assessment cannot be completed in a timely manner at either phase I or II, CDCR shall maintain jurisdiction of the offender until such time a decision is reached.

Offender Under PRCS Supervision

If an assessment cannot be completed in a timely manner at either phase I or II, consistent with the provisions of AB 109, the assigned COUNTY probation office shall maintain jurisdiction of the offender until such time a decision is reached.

Reassignment of Supervision

In the interest of public safety, at any time during this process, if a sex offender is being supervised by a COUNTY probation department and their Static 99R Score suggest that they may have a score of 4 or more, the CDCR Static 99R Coordinator shall coordinate the offender's reporting to a local State Parole Office without delay. The CDCR Static 99R Coordinator shall make all appropriate notifications.

V. MODIFICATIONS

Any modifications to this agreement require the review and approval of both parties. Input relative to the content or distribution of this document should be forwarded to the CDCR Static 99R Coordinator, PAROLE.

This document shall remain in effect until replaced with an updated version. It will be reviewed annually for accuracy, completeness, and consistency with related policies and procedures.

VI. NO AGENCY

It is not intended that this Agreement should create an agency between CDCR and COUNTY.

VII. HOLD HARMLESS CLAUSES

CDCR shall indemnify and hold harmless COUNTY, its officers or employees, for any liability arising out the negligent or wrongful acts or omissions of CDCR, its officers, agents or employees, in the performance of the Agreement.

COUNTY shall indemnify and hold harmless CDCR, its officers or employees, for any liability arising out of negligent or wrongful acts or omissions of COUNTY, its officers, agents or employees, in the performance of this Agreement.

VII. DEFAULT AND TERMINATION

Either party, with or without cause, may terminate this Agreement upon giving a thirty (30) day written notice.

In the event either party to this Agreement fails to abide by the terms and conditions herein; the non-defaulting party may give written notice to correct the defect of default and if the same is not corrected, or substantial steps taken toward accomplishing such correction, within five (5) days after receipt of such notification by the defaulting party, the non-defaulting party may terminate this Agreement immediately.

VIII. WAIVER

The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant of conditions, or of any subsequent breach of the same term, covenant or condition.

IX. NOTICES

Written notices to CDCR hereunder and to PAROLE shall be given by registered or certified mail, postage prepaid, and addressed to said parties at 1515 "S" Street – Room 212N, Sacramento, CA 95811 or to such other address as these parties may designate by written notice to COUNTY.

Written notices to COUNTY hereunder shall be given by registered or certified mail, postage prepaid, and addressed to the designated COUNTY Probation Department.

The execution of any such notice by PAROLE shall be as effective as to COUNTY as if it were executed by CDCR, and COUNTY shall not question the authority of PAROLE to execute any such notice.

All such notices shall be delivered personally to the CDCR, in the one case, or COUNTY in the other case, or shall be deposited in the United States mail, properly addressed as foresaid with postage fully prepaid by certified or registered mail, and shall be effective upon receipt.

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

THE COUNTY OF xxxxxx, a political
subdivision of the State of California

By _____
XXXXXXXXXX
XXXX County Probation Department

Date _____

THE STATE OF CALIFORNIA, DEPARTMENT OF CORRECTIONS AND REHABILITATION

By _____
RICK WINISTORFER
Associate Director
Division of Adult Parole Operations

Date _____

ATTEST:

By _____
STACY LOPEZ-KASSIS
Associate Director,
Office of Business Services

Date _____